

## **PART I- THE SCHEDULE**

### **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **B.1 SCOPE OF SERVICES**

The contractor shall provide personnel, supplies and equipment for snow cleaning and removal services for the Embassy of the United State of America located at Remtes Street 1, Riga, Latvia as described in Section C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, of this contract.

#### **B.2 TYPE OF CONTRACT**

This is an indefinite delivery/indefinite quantity type contract with fixed hourly rates for snow cleaning service and fixed price per cubic meter for snow removal. The fixed hourly rates shall include wages, overhead, general and administrative expenses, materials (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement), taxes, and profit. The actual amount of work to be performed, the time of such performance, and the location of the property(ies) shall be authorized by firm-fixed price task orders issued by the Contracting Officer.

#### **B.3 PRICES/COSTS**

The Government shall use fixed rates per labor category, below, for establishing a firm fixed-price task orders. The Government will make payment in local currency.

#### **B.4 BASE PERIOD PRICES**

<u>LABOR CATEGORY</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>	<u>CEILING AMOUNT TOTAL</u>
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Snow cleaning service	400		
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<u>LABOR CATEGORY</u>	<u>ESTIMATED CUBIC METERS</u>	<u>RATE</u>	<u>CEILING AMOUNT TOTAL</u>
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Snow removal service	350		
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##### **B.4.1 MINIMUM AND MAXIMUM AMOUNTS**

During this contract period, the Government shall place orders totaling a minimum of 200 h. This is the contract minimum for this period of performance. The amount of all orders shall not exceed 400 h. This is the contract maximum for this period of performance.

#### B.5 FIRST OPTION YEAR PRICES

<u>LABOR CATEGORY</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>	<u>CEILILNG AMOUNT TOTAL</u>
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Snow cleaning service	400		
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<u>LABOR CATEGORY</u>	<u>ESTIMATED CUBIC METERS</u>	<u>RATE</u>	<u>CEILING AMOUNT TOTAL</u>
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Snow removal service	350		
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##### B.5.1 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of 200 h. This is the contract minimum for this period of performance. The amount of all orders shall not exceed 400 h. This is the contract maximum for this period of performance.

#### B.6 SECOND OPTION YEAR PRICES

<u>LABOR CATEGORY</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>	<u>CEILING AMOUNT TOTAL</u>
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Snow cleaning service	400		
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<u>LABOR CATEGORY</u>	<u>ESTIMATED CUBIC METERS</u>	<u>RATE</u>	<u>CEILING AMOUNT TOTAL</u>
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Snow removal service	350		
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##### B.6.1 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of 200 h. This is the contract minimum for this period of performance. The amount of all orders shall not exceed 400 h. This is the contract maximum for this period of performance.

#### B.7 THIRD OPTION YEAR PRICES

<u>LABOR CATEGORY</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>	<u>CEILING AMOUNT TOTAL</u>
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Snow cleaning service	400		
<u>LABOR</u>	<u>ESTIMATED</u>		<u>CEILING AMOUNT</u>
<u>CATEGORY</u>	<u>CUBIC METERS</u>	<u>RATE</u>	<u>TOTAL</u>

Snow removal service	350		
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#### B.7.1 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of 200 h. This is the contract minimum for this period of performance. The amount of all orders shall not exceed 400 h. This is the contract maximum for this period of performance.

#### B.8 FOURTH OPTION YEAR PRICES

<u>LABOR</u>	<u>ESTIMATED</u>	<u>HOURLY</u>	<u>CEILING AMOUNT</u>
<u>CATEGORY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>

Snow cleaning service	400		
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<u>LABOR</u>	<u>ESTIMATED</u>		<u>CEILING AMOUNT</u>
<u>CATEGORY</u>	<u>CUBIC METERS</u>	<u>RATE</u>	<u>TOTAL</u>

Snow removal service	350		
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#### B.8.1 MINIMUM AND MAXIMUM AMOUNTS

During this contract period, the Government shall place orders totaling a minimum of 200 h. This is the contract minimum for this period of performance. The amount of all orders shall not exceed 400 h. This is the contract maximum for this period of performance.

#### B.9 GRAND TOTAL

Base Year Price	_____
First Option Year Price	_____
Second Option Year Price	_____
Third Option Year Price	_____
Fourth Option Year Price	_____
Grand Total	_____

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1. SCOPE OF WORK**

The purpose of this indefinite delivery/indefinite quantity type contract is to obtain snow removal services for the Embassy of the United States located at Remtes 1, Riga, Latvia. The Contractor shall perform snow removal services for all paved streets and parking surfaces located on the Embassy compound. The contract will be for a one year period from the date of the contract award, with four (4), one-year options.

The contractor shall furnish all equipment, consumables and labor required to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

#### **C.1.1 GENERAL INSTRUCTIONS**

The contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within five days after contract award. The Contracting Officer's Representative must approve these general instructions before issuance.

#### **C.1.2 DUTIES AND RESPONSIBILITIES:**

C.1.2.1 The contractor is responsible for snow removal operations for approximately 6,721 square meters of paved surfaces on the Embassy compound.

C.1.2.2 Paved surfaces should be free of snow and packed ice from 01 November thru 31 March.

C.1.2.3 Snow removal operations should start as soon as there is a snow accumulation of 2.5cm or more.

C.1.2.4. The following priority should be used for snow removal operations:

1. Main Entrance
2. Staff Parking
3. Circular driveway
4. Access Road
5. Shop Entrance
6. Official Parking
7. Back Door Area
8. Visitor Parking
9. Service Entry

C.1.2.5. Overnight snow removal operations should begin early enough to ensure the Embassy is able to open the parking lots at 07:00.

C.1.2.6 The contractor is not required to remove snow from the staff parking lot or Service Entry areas on weekends and holidays. These areas must be cleared prior to 07:00 of the next business day.

C.1.2.7 Snow should only be stockpiled in the 5 designated areas. It is the contractor's responsibility to manage / remove snow from the designated storage areas.

C.1.2.8 The Contractor is responsible for all damage to paved surfaces, light fixtures, parking bumpers, curbs, lawns, shrubs and trees caused by snow removal operations.

## C.2 MANAGEMENT AND SUPERVISION

C.2.1 When more than one employee is present on-site, the contractor shall designate a Representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel.

C.2.2 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis.

## C.3.0 LOCATIONS FOR SNOW REMOVAL SERVICES

C.3.1 All work is to be completed at the Embassy of the United States of America Compound located at Remtes 1, Riga, Latvia.

C.3.2 General Descriptions and Conditions:

Main Entrance	520m <sup>2</sup>	Concrete / Paving Stones
Staff Parking	1,951m <sup>2</sup>	Asphalt
Circular Driveway	1,090m <sup>2</sup>	Concrete / Paving Stones
Access Road	1,071m <sup>2</sup>	Asphalt
Shop Entrance	279m <sup>2</sup>	Concrete
Official Parking	576m <sup>2</sup>	Asphalt
Back Door Area	266m <sup>2</sup>	Concrete
Visitor Parking	488m <sup>2</sup>	Asphalt
Service Entry	480m <sup>2</sup>	Concrete

All size measurements are approximate.

## C.4.0 PERSONNEL

C.4.1 Discipline: The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on

site. The U.S. Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the U.S. Government.

#### C.4.2 STANDARD TO CONDUCT

C.4.2.1 Clothing and Personal Equipment. The Contractor's employees shall wear clean, neat and appropriate clothing when on duty.

C.4.2.2 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks.

C.4.2.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities, which interfere with normal and efficient U.S. Government operations.

C.4.2.4 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

C.4.2.5 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- a) Unauthorized use of U.S. Government property, theft, vandalism, or immoral conduct;
- b) Security violations; or,
- c) Organizing or participating in gambling in any form.

C.4.2.6 Notice to the U.S. Government of Labor Disputes

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

#### C.4.3 PERSONNEL SECURITY

After award of the contract, the Contractor shall provide the following list of data on each Employee, who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The U.S. Government will run background checks on these individuals. It is anticipated that security checks will take 15-30 days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Identification number
- Copy of Passport

Once contracted personnel are approved the U.S. Government shall issue identity cards. Contractor personnel shall display identity card(s) on their uniforms at all times while providing services under this contract. These identity cards are the property of the U.S. and will be checked out at the beginning of each work day and returned as each employee departs the Embassy grounds. The U.S. Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

#### C.5.0. MATERIALS AND EQUIPMENT

The contractor shall provide all necessary supplies and equipment, including vehicle fuel and maintenance.

#### C.6.0 LAWS AND REGULATIONS

C.6.1 Without additional expense to the U.S. Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

C.6.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

#### C.7.0 DELIVERABLES

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery To</u>	<u>Date</u>
1.1 General Instructions	2	COR, CO	5 days after award
4.3 List of Personnel	1	COR	5 days after award
4.1. Evidence of Insurance	1	COR	10 days after award
6.1. Licenses/Permits	1	COR	date of award

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## **SECTION D - PACKAGING AND MARKING**

Reserved



## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:  
<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

52.246-4 INSPECTION OF SERVICES - AUG 1996  
FIXED-PRICE

### E.2. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the U.S. Government, is responsible for management and quality control to meet the terms of the contract. The role of the U.S. Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	PWS Para	Performance Threshold
<b>Services.</b> Performs all services set forth in the performance work statement (PWS)	1 thru 10	All required services are performed and no more than one (1) customer complaint is received per month

#### E.2.1 SURVEILLANCE

The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

### E.2.2 STANDARD

The performance standard is that the U.S. Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard. For clarification: A complaint is a negative comment on actual performance, a suggestion is a comment recommending a way to improve performance.

### E.2.3 PROCEDURES

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

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52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

### **F.2 PERIOD OF PERFORMANCE**

F.2.1. The contract shall be effective on the date of the Contracting Officer's signature, and shall remain in effect until March 31.

F.2.2. The Government may extend this contract under FAR 52.217-9, Option to Extend the Term of the Contract, which also specifies the total potential duration of the contract, or FAR 52.217-8.

### **F.3 DELIVERY SCHEDULE**

To be shown on Task Orders.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

G.1.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Facility Maintenance Officer.

### **G.1.2 DUTIES**

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

### **G.2 SUBMISSION OF INVOICES**

The contractor shall submit invoices in an original and three (3) copies to the Contracting Officer's Representative (COR) at the following address (designated payment office only for the purpose of submitting invoices):

American Embassy Riga  
Remtes Street 1  
Riga, LV 1510  
Latvia

G. 3 The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 ISSUANCE OF TASK ORDERS**

- (a) The Government shall authorize work only through the issuance of monthly task orders executed by the Contracting Officer. The Government shall establish task orders on a firm fixed-price basis and shall be modified solely by a written modification executed by the Contracting Officer.
- (b) The contractor shall perform only those services specifically authorized in the individual task orders issued under this contract. The contractor shall complete all work and services under this contract within the period of performance specified in the task orders.

### **H.2 GOVERNMENT FURNISHED PROPERTY**

No U.S. Government furnished property or equipment will be supplied for the contracted services.

### **H.3 ORDERING OFFICIAL**

The designated ordering individual for this contract is the Contracting Officer under FAR 52.216-18.

### **H.4 INSURANCE**

#### **H.4.1 AMOUNT OF INSURANCE.**

The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

H.4.2 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

The Contractor, at its own expense, shall maintain reasonable and customary insurance against fire, theft, and for employee medical and employment expenses, as required by local law.

1. Bodily Injury- Statutory, as required by Latvian law
2. Property Damage - Statutory, as required by Latvian law

H.4.3 The Contractor shall provide certification that the required insurance has been obtained before beginning work.

The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

H.4.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

H.4.5 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to:

- a) any property of the Contractor,
- b) its officers,
- c) agents,
- d) servants,
- e) employees, or
- f) any other person,

arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

H.4.6 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.4.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

H.4.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

## **PART II-CONTRACT CLAUSES**

### **SECTION I - CONTRACT CLAUSES**

#### **I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

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52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011

52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS	OCT 2010
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	JULY 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	NOV 1991
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.228-4	WORKERS’ COMPENSATION AND WAR-HARZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE-WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.232-1	PAYMENTS	MAY 2001
52.232-7	PAYMENTS UNDER TIME AND MATERIALS AND MATERIALS/LABOR HOUR CONTRACTS	AUG 2005
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232.34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	JUL 2002
	-- ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE	AUG 1987



	-- ALTERNATE II (APR 1984)	
52.245-1	GOVERNMENT PROPERTY	JUNE 2010
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	JUNE 2007
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND (SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAY	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised. See Section F.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

## I.3 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 25 h, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of 600 h;
- (2) Any order for a combination of items in excess of 600 h; or
- (3) A series of orders from the same ordering office within 150 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

I.6. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 25 (twenty five) months.

I.7      RESERVED

I.8      52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES:

I.9      652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

I.10      652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I.11.      652.243-70 NOTICES (Aug 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the

address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

I.12 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.13 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

I.14 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979,  
AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
  - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
  - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

#### I. 15 CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**

#### **K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

##### **(a) Definitions.**

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

##### **(d) Taxpayer Identification Number (TIN).**

TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

##### **(e) Type of Organization.**

\_\_\_ Sole Proprietorship;

\_\_\_ Partnership:



- ☐ Corporate Entity (not tax exempt);
- ☐ Corporate Entity (tax exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent;  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

K.2 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

### K.3 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

### K.4 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any

domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

### **L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

#### **FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)**

<u>FAR REFERENCE</u>	<u>DATE</u>	<u>TITLE</u>
52.204-6	APR 2008	Contractor Identification Number Data Universal Numbering System (DUNS) Number
52.214-34	APR 1991	Submission of Offers in English Language
52.215-1	JAN 2004	Instructions to Offerors—Competitive Acquisition*
52.237-1	APR 1984	Site Visit

\* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

### **L.2 SOLICITATION PROVISIONS IN FULL TEXT**

#### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an indefinite-delivery indefinite-quantity contract with fixed hourly rates /fixed price resulting from this solicitation. (End of provision)

### **L.3 QUALIFICATIONS OF OFFERORS**

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Have the necessary personnel, equipment and financial resources available to perform the work;
- (4) Have all licenses and permits required by local law;
- (5) Meet all local insurance requirements
- (6) Have no adverse criminal record;
- (7) Have no political or business affiliation which could be considered contrary to the interests of the United States.

#### L.4 SUBMISSION OF OFFERS

##### L.4.1 GENERAL

This solicitation is for the snow cleaning and removal services described in Section C.

##### L.5.2 SUMMARY OF INSTRUCTIONS

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
1	Executed Standard Form SF-33, "Solicitation, Offer and Award and a completed Section K - <u>REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.</u>	2
2	Price Proposal and completed Section B - <u>SUPPLIES OR SERVICES AND PRICES/COSTS.</u>	2
3	Business Management/Technical Proposal.	2

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 33, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 33).

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Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

\* The total number of copies includes the original as one of the copies.

### L.5.3 DETAILED INSTRUCTIONS

L.5.3.1 Volume I: Standard Form (SF) 33 and Sections B and K. Complete blocks 12 through 18 of the SF 33 and all of Sections B & K.

L.5.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B., including prices for all contract line items for all periods of performance.

L.5.3.3 Volume III: Business Management/Technical Proposal.

(a) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) A list of the names, addresses, and telephone numbers of subcontractors to be used on the project, indicating what portions of the work will be performed by them.

Information demonstrating the offeror's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the offeror can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror has all licenses and permits required by local law (see DOSAR 652.242-73 in Section I).
- (6) A copy of the Certificate of Insurance

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;

- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Percent turnover of contract key technical personnel per year; and
- (10) Any terminations (partial or complete) and the reason (convenience or default).

#### L.6 SITE VISIT

Under FAR provision 52.237-1, Site Visit, the post will arrange for site visit. Offerors should contact Lindija Zemele at 29518183 to make appropriate arrangements.

#### L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Ms. Visintainer, office phone: 703-516-1693; fax: 703-875-6155. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.



## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION OF PROPOSALS**

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation. The Government will make an initial review of proposals to determine compliance with these instructions. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section L.

#### **M.1.2. BASIS FOR AWARD**

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation process will follow the procedures below:

##### **a) Initial Evaluation**

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as required by Section L. The Government may eliminate proposals that are missing required information.

##### **b) Technical Acceptability**

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. This will include a review of the offeror's response to the requirements set forth in Section C through H, a review of the proposed project manager qualifications and experience, and a review of the offeror's past performance. The Government may also contact references provided as part of the Experience and Past Performance information as described in L.2.4(3)(b) to verify quality of past performance.

##### **c) Price**

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in Section B.

##### **d) Contractor Responsibility**

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) adequate financial resources or the ability to obtain them;

- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;
- (5) necessary equipment and facilities or the ability to obtain them; and
- (6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

### M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. The lowest price will be determined by multiplying the offered prices times the estimated quantities in Section B, and arriving at a grand total, including all options. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

### M.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

### M.3 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

### M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.